

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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LFG NATIONAL CAPITAL, LLC,

Plaintiff,

-v-

1:12-CV-446

GARY, WILLIAMS, FINNEY, LEWIS, WATSON,  
AND SPERANDO P.L.; WILLIE GARY; and  
LORENZO WILLIAMS,

Defendants.  
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APPEARANCES:

CHADBOURNE & PARKE LLP  
Attorneys for Plaintiff and Counter-defendants  
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New York, NY 10112

SUSSMAN & WATKINS, LLP  
Attorneys for Defendants and Counter-claimant  
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Goshen, NY 10924

DAVID N. HURD  
United States District Judge

OF COUNSEL:

SCOTT S. BALBER, ESQ.  
JONATHAN C. CROSS, ESQ.  
ANDREA L. VOELKER, ESQ.

MICHAEL H. SUSSMAN, ESQ.

**DECISION and ORDER**

Plaintiff LFG National Capital, LLC ("plaintiff" or "LFG National") brought suit against Gary, Williams, Finney, Lewis, Watson, and Sperando P.L. (the "Firm"); and individuals Willie Gary and Lorenzo Williams (collectively "defendants") alleging: (1) Breach of Contract against the Firm; and (2) Breach of Guarantees against Gary and Williams. Defendants answered and the Firm counterclaimed against LFG National; LawFinance Group, Inc.; and

LFG Servicing, LLC. All of the Firm's counterclaims were dismissed in a Memorandum-Decision and Order issued on July 12, 2012.

Plaintiff now moves for partial summary judgment<sup>1</sup> pursuant to Federal Rule of Civil Procedure 56. Defendants belatedly opposed the motion, and plaintiff replied. The motion was considered on its submissions without oral argument.

Plaintiff seeks a judgment in its favor on the first two causes of action and an award of damages in the amount of \$12,542,476.68 in principal, interest, and fees (not including attorneys' fees). Defendants concede they breached the Loan Agreement, and only oppose the motion with regard to the amount of damages. However, defendants do not present any evidence on which to dispute plaintiff's computation of damages.

The material facts in this case are undisputed and plaintiff has demonstrated it is entitled to judgment as a matter of law. The Firm borrowed in excess of \$12 million from LFG Capital and has since defaulted under the terms of the Loan Agreement. Further, individual defendants Gary and Williams executed personal guarantees for the full amount borrowed, and have defaulted on those guarantees. Accordingly, summary judgment is warranted. Judgment will be entered in favor of LFG National on the Breach of Contract and Breach of Guarantees causes of action.

Therefore, it is

ORDERED that

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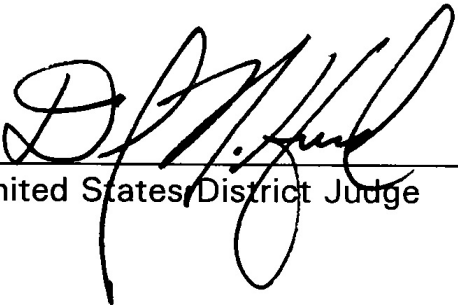
<sup>1</sup> According to plaintiff, it seeks partial, rather than full, summary judgment because LFG National's attorneys' fees, for which the Firm is responsible the Loan Agreement, continue to accrue. As a result, LFG National will seek reimbursement of its attorneys' fees and an Order directing the disposition of the escrow account established by order in the case Simpson v. New York State Department of Civil Service, No. 03 Civ. 9433 (N.D.N.Y.) (Hurd, J.), following the disposition of this motion.

1. Plaintiff LFG National Capital, LLC's motion for summary judgment is GRANTED;  
and

2. Defendants Gary, Williams, Finney, Lewis, Watson, and Sperando P.L.; Willie Gary; and Lorenzo Williams shall pay to plaintiff the amount of \$12,542,476 plus interest from July 31, 2012.

The Clerk of the Court is directed to enter judgment in favor of the plaintiff LFG National Capital, LLC and against the defendants Gary, Williams, Finney, Lewis, Watson, and Sperando P.L.; Willie Gary; and Lorenzo Williams in the sum of \$12,542,476 plus interest from July 31, 2012.

IT IS SO ORDERED.

  
United States District Judge

Dated: September 28, 2012  
Utica, New York.